



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5340 telephone  
(801) 359-3940 fax  
(801) 538-7223 TTY  
www.nr.utah.gov

Michael O. Leavitt  
Governor

Robert L. Morgan  
Executive Director

Lowell P. Braxton  
Division Director

June 11, 2002

D. R. Lowes  
United States Gypsum Company  
125 South Franklin Street  
Chicago, Illinois 60606-4678

Re: Formal Approval of Form and Amount of Additional Reclamation Surety and Replacement Reclamation Contract, United States Gypsum Company, Jumbo Jensen Quarry, M/041/008, Sevier County, Utah

Dear Mr. Lowes:

On June 10, 2002, the Director of the Division of Oil, Gas and Mining formally approved the form and amount of the additional reclamation surety and replacement Reclamation Contract for United States Gypsum Company's Jumbo Jensen Quarry. When the Division performed the standard five year review of the Jumbo Jensen Quarry, it was determined that the reclamation surety, escalated to year 2007 dollars, was \$372,300. U.S. Gypsum chose to post an additional \$107,800 reclamation surety in the form of a Letter of Credit ( issued by JP Morgan Chase Bank; which, when added to the existing \$264,500 reclamation surety ( issued by Chemical Bank, brought the total to the required updated amount.

*The Division hereby grants its final approval of the additional reclamation surety and Reclamation Contract for the Jumbo Jensen Quarry.* Copies of the signed and executed documents (Reclamation Contract and two LOC's w/amendments) are enclosed for your files.

Thank you for your help and patience in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

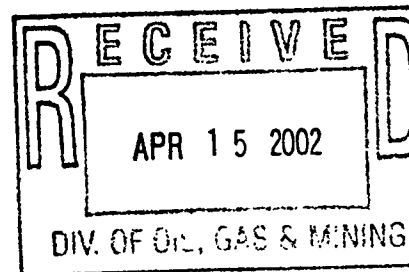
jb

Enclosure

cc: Kyle Morris, US Gypsum- Sigrid Office, w/Encl  
O:\M041-Sevier\M041008-Jumbo Jensen\final\5-year-bond-apv.doc

File Number M/041/008  
Effective Date June 10, 2002  
Other Agency File Number N/A

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940



**RECLAMATION CONTRACT**

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/041/008</u>
(Mineral Mined)	<u>Gypsum</u>
"MINE LOCATION":	
(Name of Mine)	<u>Jumbo Jensen Quarry</u>
(Description)	<u>Located on Highway 24, Sigurd, Utah</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>155.6</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>United States Gypsum Company</u>
(Address)	<u>125 South Franklin Street</u>
	<u>Chicago, Illinois 60606-4678</u>
(Phone)	<u>(312) 606-4000</u>

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

c/o

CT Corporation System

50 West Broadway

Salt Lake City, Utah 84101

"OPERATOR'S OFFICER(S)":

"see attached list"

"SURETY":

(Form of Surety - Attachment B)

Letter of Credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Chemical Bank, JP Morgan Chase Bank

LOC # \_\_\_\_\_, LOC # \_\_\_\_\_

"SURETY AMOUNT":

(Escalated Dollars)

\$264,500 and \$107,800

"ESCALATION YEAR":

2007

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between United States Gypsum Company the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/041/008 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated September 14, 1987, and the original Reclamation Plan dated September 14, 1987. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's

request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

United States Gypsum Company  
Operator Name

By D. R. LOWES  
Authorized Officer (Typed or Printed)

VICE PRESIDENT AND TREASURER  
Authorized Officer - Position

D. R. LOWES  
Officer's Signature

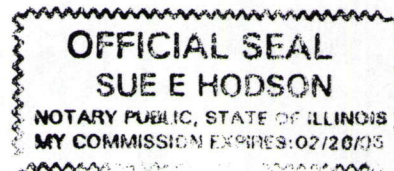
04/08/02  
Date

STATE OF Illinois)  
COUNTY OF Cook) SS:

On the 8<sup>TH</sup> day of APRIL, 2002, D. R. LOWES  
personally appeared before me, who being by me duly sworn did say that he/she is the  
VICE PRESIDENT AND TREASURER of UNITED STATES GYPSUM COMPANY and duly  
acknowledged that said instrument was signed on behalf of said company by authority  
of its bylaws or a resolution of its board of directors and said D. R. LOWES  
duly acknowledged to me that said company executed the same.

Sue E. Hodson  
Notary Public 968 Chapel Court South  
Residing at Glen Ellyn, IL 60137

2/26/05  
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By Lowell P. Braxton  
Lowell P. Braxton, Director

June 10, 2002  
Date

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 10<sup>th</sup> day of June, 2002 Lowell P. Braxton personally appeared before me, who being duly sworn did say that he ~~she~~, the said Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he ~~she~~ duly acknowledged to me that he ~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.



Victoria A. Bailey  
Notary Public  
Residing at: Salt Lake City

February 29, 2004  
My Commission Expires:

ATTACHMENT "A"

United States Gypsum Company  
Operator

Jumbo Jensen Quarry  
Mine Name

M/041/008  
Permit Number

Sevier County, Utah

**LEGAL DESCRIPTION**

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 155.6 acres under the approved permit and surety, as reflected on the attached map labeled Mining & Reclamation Plan and dated May 1, 1993:

The disturbed areas are located in Township 22 South, Range 1 West, SLBM

Section 15, SE/4, E/2 SW/4, S/2 N/2, portions of N/2 N/2

Section 14, E/2 NW/4, SW/4, W/2 SE/4, SW/4 NE/4

Section 22, N/2 NE/4, NW/4 NW/4

Section 23, N/2 NW/4, N/2 NE/4

as described in the U.S. Gypsum map titled

"Mining & Reclamation Plan as of May 1st, 1993"

received by the Division of Oil, Gas and Mining on May 12, 1993\*

\*Prepared by DOGM 6/1/93

# SURETY ESTIMATE UPDATE

19-Feb-02

U.S. Gypsum Company

Jumbo-Jensen Quarry

M/041/008

Sevier County

Prepared by Utah Division of Oil, Gas & Mining

Last Update DATE

Feb. 19 2002

## DESCRIPTION:

- Previous reclamation surety estimate was \$264,500 in year 1998 dollars
- Reclamation Estimate base amount calculated in 1993-\$
- This update adjusts the surety amount for escalation only.

## This estimate based on the 1988 Reclamation Plan Summary

- This estimate does not include any reclamation of the plant site
  - The reclamation plan includes haul roads & mines quarries.
  - Waste material will be regraded into the mine quarries.
  - Soil material will be placed on the waste material and ripped
  - The regraded mine quarries will be seeded & fertilized.
  - Haul roads that do not have a post mining use will be reclaimed
  - Haul roads will be ripped, regraded and covered with soil material
  - The regraded roads will be seeded and fertilized
  - Assume 20% of the total reclaimed area will need to be reseeded
  - Mine area acreage (measured from map dated 5/12/93) **122.3 acres**
  - Haul road acreage (measured from map dated 5/12/93) **33.3 acres**
- The operator has requested that the total acreage remain at 153.6 acres to allow for expansion
- Escalation factors through 2000 are actual Means Historical Cost Indices
  - Total disturbed area = **155.6 ACRES**

CALCULATIONS	YR	ESCAL FACTOR	BOND AMOUNT
$F = P(1 + i)^{**n}$	1991	0.0127	\$0.00
	1992	0.0221	\$0.00
	1993	0.0261	\$246,455.00
	1994	0.0321	\$254,366.21
	1995	0.0193	\$259,275.47
F = Future Sum	1996	0.0242	\$265,549.94
P = Present Sum	1997	0.0236	\$271,816.92
i = Escalation Factor	1998	0.0502	\$285,462.13
n = number of periods	1999	0.0200	\$291,171.37
	2000	0.0312	\$300,255.92
Three Yr Average = 3.12%	2001	0.0312	\$309,623.90
Used to Project 7 Yrs	2002	0.0312	\$319,284.17
From the Year 2000	2003	0.0312	\$329,245.83
	2004	0.0312	\$339,518.30
	2005	0.0312	\$350,111.27
	2006	0.0312	\$361,034.75
	2007	0.0312	\$372,299.03
Updated Surety Amount Rounded (2007-\$)			\$372,300.00
** Average cost per acre =		\$2,393 (\$/ACRE)	



**Advising Bank**

\*\*\*\*\* DIRECT \*\*\*\*\*

**APPLICANT:**

USG CORPORATION DIP  
O/B/F UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN ST  
CHICAGO, IL 60606

**Beneficiary**

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
(SEE BELOW FOR COMPLETE ADDRESS)

AMOUNT: USD 107,800.00  
(ONE HUNDRED SEVEN THOUSAND  
EIGHT HUNDRED AND 00/100  
UNITED STATES DOLLARS)

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS & MINING  
355 W. NORTH TEMPLE  
3 TRIAD CENTER, #350  
SALT LAKE CITY, UT 84180-1203

WE HEREBY ESTABLISH THIS LETTER OF CREDIT IN YOUR FAVOR, FOR  
AN AGGREGATE AMOUNT NOT TO EXCEED USD 107,800.00 (ONE HUNDRED SEVEN  
THOUSAND EIGHT HUNDRED UNITED STATES DOLLARS AND NO/100)

EXPIRING AT JPMORGAN CHASE BANK C/O JPMORGAN TREASURY SERVICES,  
TAMPA, FLORIDA WITH OUR CLOSE OF OUR BUSINESS DAY ON MARCH 15, 2003.

AVAILABLE BY YOUR DRAFTS AT SIGHT DRAWN ON , JPMORGAN CHASE BANK  
BEARING THE CLAUSE: "DRAWN UNDER JPMORGAN CHASE BANK LETTER OF  
CREDIT NUMBER

YOUR DRAFTS MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

BENEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF ITS  
OFFICIALS READING: "THE AMOUNT OF THIS DRAWING USD. . . . . UNDER  
JPMORGAN CHASE BANK LETTER OF CREDIT NUMBER P-223387 REPRESENTS FUNDS  
DUE US AS UNITED STATES GYPSUM COMPANY HAS NOT PERFORMED AND  
FULFILLED ALL REQUIREMENTS UNDER THE UTAH MINED LAND RECLAMATION ACT  
UTAH CODE ANNOTATED, 40-8-1 AS AMENDED UNDER WHICH PERMIT NO.  
ACT/041/008 HAS BEEN ISSUED."

IT IS A CONDITION OF THIS IRREVOCABLE LETTER OF CREDIT THAT IT SHALL  
BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL  
PERIODS OF ONE YEAR FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE,  
UNLESS AT LEAST 90 DAYS PRIOR TO SUCH DATE WE SEND YOU NOTICE IN  
WRITING BY REGISTERED MAIL, OR COURIER AT THE ABOVE ADDRESS, THAT WE  
ELECT NOT TO RENEW THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD.  
ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON SUCH  
NOTICE TO YOU, YOU MAY DRAW DRAFTS ON US AT SIGHT FOR AN AMOUNT NOT  
TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE  
THEN APPLICABLE EXPIRY DATE.

ALL CORRESPONDENCE AND ANY DRAWINGS HEREUNDER ARE TO BE DIRECTED TO  
JPMORGAN CHASE BANK C/O JPMORGAN TREASURY SERVICES, STANDBY LETTER OF

-CONTINUED-

P-223387- -001-L1-01-

- 1 -  
Authorized Signature

HK

**Advising Bank**

\*\*\*\*\* DIRECT \*\*\*\*\*

**APPLICANT:**

USG CORPORATION DIP  
O/B/F UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN ST  
CHICAGO, IL 60606

**Beneficiary**

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
(SEE BELOW FOR COMPLETE ADDRESS)

AMOUNT: USD 107,800.00  
(ONE HUNDRED SEVEN THOUSAND  
EIGHT HUNDRED AND 00/100  
UNITED STATES DOLLARS)

CREDIT DEPT. 4TH FL. 10420 HIGHLAND MANOR DRIVE, TAMPA, FLORIDA  
33610. CUSTOMER INQUIRY NUMBER IS 1-866-632-5101 AND CHOOSE OPTION  
NO. 3

WE ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH  
THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON DELIVERY OF  
SPECIFIED DOCUMENTS IF PRESENTED AT THIS OFFICE ON OR BEFORE THE  
PRESENT EXPIRATION DATE, OR ON OR BEFORE ANY AUTOMATICALLY EXTENDED  
EXPIRATION DATE.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT  
TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993  
REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

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- 2 -

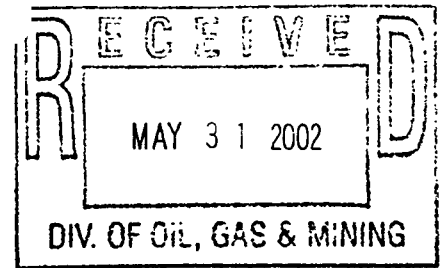
Authorized Signature





DATE: MAY 30, 2002

UTAH DIVISION OF OIL, GAS AND MINING  
1594 WEST NORTH TEMPLE SUITE 1210  
BOX 1458011  
SALT LAKE CITY, UT 84114-5801



RE: JP MORGAN CHASE BANK LETTER OF CREDIT NO. \_\_\_\_\_ OR ACCOUNT OF: USG  
CORPORATION DIP, O/B/F UNITED STATES GYPSUM COMPANY, 125 SOUTH FRANKLIN ST., CHICAGO,  
IL 60606 *m/041/008*

DEAR SIRS:

THIS LETTER ACCOMPANIES THE LETTER OF CREDIT REFERENCE ABOVE AND IS FOR THE PURPOSE OF PROVIDING OUR REPRESENTATION THAT THE LETTER OF CREDIT WAS ISSUED IN CONFORMANCE WITH SOUND BANKING PRACTICES AND APPLICABLE LAWS AND REGULATIONS IN FORCE AND EFFECT AS OF THE DATE OF THE ISSUANCE OF THE LETTER OF CREDIT.

IN RELATION TO REGULATORY REQUIREMENTS OF THE UTAH DIVISION OF OIL, GAS AND MINING CONCERNING ("DIVISION") INCAPACITY OF FINANCIAL INSTITUTIONS PROVIDING FINANCIAL ASSURANCE, AND WITHOUT INCREASING, ALTERING OR OTHERWISE MODIFYING OUR OBLIGATIONS UNDER THE LETTER OF CREDIT, OR THE CONDITIONS TO DRAWING PROVIDED FOR THEREIN, WE, JPMORGAN CHASE BANK (THE "BANK"), AGREE THAT WE WILL GIVE A WRITTEN NOTICE TO THE DIVISION BY CERTIFIED MAIL, WITHIN TEN (10) BUSINESS DAYS AFTER: (A) ANY BANK OFFICER RESPONSIBLE FOR THE ADMINISTRATION OF THE LETTER OF CREDIT OBTAINS KNOWLEDGE THAT THE BANK HAS BEEN NAMED AS A PARTY IN ANY PUBLIC LEGAL ACTION OR PROCEEDING SEEKING IT BE DECLARED INSOLVENT AND/OR A RECEIVER BE APPOINTED BY ANY NEW YORK STATE OR FEDERAL REGULATORY AUTHORITY HAVING JURISDICTION IN THE MATTER TO SO REQUEST AND/OR (B) ANY BANK OFFICER RESPONSIBLE FOR THE ADMINISTRATION OF THE LETTER OF CREDIT OBTAINS KNOWLEDGE OF THE COMMENCEMENT, BY ANY NEW YORK STATE OR FEDERAL BANKING REGULATORY AUTHORITY OF COMPETENT JURISDICTION, OF ANY PUBLIC LEGAL ACTION OR PROCEEDING SEEKING SUSPENSION OR REVOCATION OF THE AUTHORITY OF THE BANK TO ISSUE LETTERS OF CREDIT OR TO CONDUCT THE BUSINESS OF BANKING. IF THE BANK IS UNABLE, BY REASON OF ANY ACTION BY ANY OF BANK'S REGULATORY AUTHORITIES, TO PROVIDE SUCH NOTICE TO THE DIVISION, THE BANK WILL PROMPTLY INFORM THE APPROPRIATE REGULATORY AUTHORITY OF THIS REQUIREMENT TO PROVIDE NOTICE. "BUSINESS DAY" MEANS ANY DAY ON WHICH COMMERCIAL BANKS ARE NOT AUTHORIZED OR REQUIRED TO CLOSE IN NEW YORK CITY.

JPMORGAN CHASE BANK IS LICENSED UNDER THE LAWS OF THE STATE OF NEW YORK TO CONDUCT THE BUSINESS OF BANKING, INCLUDING THE ISSUANCE OF LETTERS OF CREDIT.

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS LETTER IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I CERTIFY THAT I AM LEGALLY AUTHORIZED AND EMPOWERED TO SIGN, DATE AND SUBMIT THIS INFORMATION ON BEHALF OF THE BANK NAMED HEREIN.

JPMORGAN CHASE BANK

BY: NAME **BARBARA TEAGUE**  
TITLE **ASSISTANT VICE PRESIDENT**

ML/041/008

**Advising Bank**

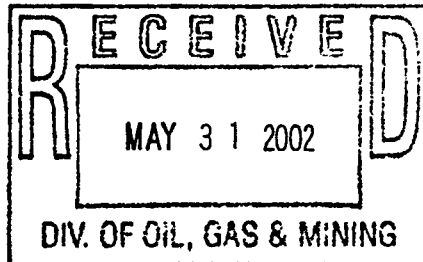
\*\*\*\*\* DIRECT \*\*\*\*\*

**APPLICANT:**

USG CORPORATION DIP  
O/B/F UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN ST  
CHICAGO, IL 60606

**Beneficiary**

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
(SEE BELOW FOR COMPLETE ADDRESS)



IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE-REFERENCED  
LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS

- 1 - BENEFICIARY'S NAME AND ADDRESS ARE CORRECTED TO READ AS  
INDICATED ABOVE

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
1594 WEST TEMPLE SUITE 1210  
SALT LAKE CITY, UTAH 84114-5501

THE TEXT OF THE LETTER OF CREDIT IS DELETED IN ITS  
ENTIRETY AND REPLACED WITH THE FOLLOWING.

GENTLEMEN AND LADIES,

1. JPMORGAN CHASE BANK ("BANK"), HEREBY ESTABLISHES  
THIS IRREVOCABLE LETTER OF CREDIT (THE "LETTER OF  
CREDIT") IN FAVOR OF THE UTAH DIVISION OF OIL, GAS, AND  
MINING ("DIVISION") FOR AN AGGREGATE AMOUNT NOT TO  
EXCEED ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED UNITED  
STATES DOLLARS ("USD107,800.00") EFFECTIVE IMMEDIATELY

2. THIS LETTER OF CREDIT WILL EXPIRE UPON THE FIRST  
EVENT SET FORTH AS FOLLOWS: (A) 5:00 O'CLOCK P.M.  
EASTERN TIME ON MARCH 15, 2003 OR (B) THE DATE UPON  
WHICH SUFFICIENT DOCUMENTS ARE EXECUTED BY THE DIVISION  
TO RELEASE UNITED STATES GYPSUM COMPANY ("OPERATOR")  
FROM FURTHER LIABILITY FOR RECLAMATION OF THE JUMBO  
JENSEN MINE ACT/041/008 WITH NOTICE TO BANK BY THE  
DIVISION ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT  
WITH DIRECTIONS FOR CANCELLATION.

3. THIS LETTER OF CREDIT WILL BE AUTOMATICALLY  
EXTENDED FOR SUCCESSIVE PERIODS OF ONE YEAR FROM THE  
CURRENT OR ANY FUTURE EXPIRATION DATE UNLESS THE BANK  
GIVES NOTICE TO THE DIVISION 90 DAYS PRIOR TO THE  
EXPIRATION DATE THAT THE BANK ELECTS NOT TO RENEW THE  
LETTER OF CREDIT

4. FUNDS UNDER THE LETTER OF CREDIT ARE AVAILABLE

-CONTINUED-



**Advising Bank**

\*\*\*\*\* DIRECT \*\*\*\*\*

**APPLICANT:**

USG CORPORATION DIP  
O/B/F UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN ST  
CHICAGO, IL 60606

**Beneficiary**

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
(SEE BELOW FOR COMPLETE ADDRESS)

AGAINST THE DIVISION'S SIGHT DRAFT, IN THE FORM OF EXHIBIT A, SPECIFYING LETTER OF CREDIT NUMBER P-223387 DELIVERED TO THE OFFICE OF THE BANK, JPMORGAN TREASURY SERVICES, ATTN: STANDBY LETTER OF CREDIT DEPT. 4TH FL. 10420 HIGHLAND MANOR DRIVE, TAMPA, FLORIDA 33610 AT THE DIVISION'S SOLE ELECTION, THE DIVISION MAY PRESENT SIGHT DRAFTS FOR LESS THAN THE FACE AMOUNT SO LONG AS THE AGGREGATE AMOUNT OF ALL SIGHT DRAFTS DOES NOT EXCEED THE FACE AMOUNT. EACH DRAFT MUST BE ACCOMPANIED BY A CERTIFICATE IN THE FORM OF EXHIBIT B, SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE DIVISION.

5. IF THE BANK RECEIVES THE DIVISION'S SIGHT DRAFT(S) AND CERTIFICATE(S) AS PROVIDED IN PARAGRAPH NO. 4 ABOVE ON OR BEFORE THE EXPIRATION OR TERMINATION OF THIS LETTER OF CREDIT, THE BANK WILL MAKE SUCH AMOUNT AS THE DIVISION MAY SPECIFY, WITHIN THE LIMITS OF THE SECOND SENTENCE OF PARAGRAPH NO. 4 OF THIS LETTER OF CREDIT, AVAILABLE TO THE DIVISION NO LATER THAN THE CLOSE OF BUSINESS, EASTERN TIME, ON THE SECOND BUSINESS DAY FOLLOWING THE BANK'S RECEIPT OF THE SIGHT DRAFT AND CERTIFICATE AND IN SUCH A MANNER AS THE DIVISION MAY SPECIFY.

6. THE LETTER OF CREDIT WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH AND SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500, AS THE SAME MAY BE AMEND AND IN EFFECT FROM TIME TO TIME ("UCP"). IN THE EVENT OF A CONFLICT BETWEEN UTAH LAW AND THE UCP, UTAH LAW SHALL GOVERN.

7. ALL COMMUNICATION REGARDING THIS LETTER OF CREDIT WILL BE ADDRESS TO THE BANK JPMORGAN CHASE BANK C/O JPMORGAN TREASURY SERVICES, STANDBY LETTER OF CREDIT DEPT. 4TH FL. 10420 HIGHLAND MANOR DRIVE, TAMPA, FLORIDA 33610. CUSTOMER INQUIRY NUMBER IS 1-866-632-5101 OPTION NO. 3, REFERENCING LETTER OF CREDIT NUMBER P-223387.

-CONTINUED-

P-223387- -002-A1-01-

2 Authorized Signature

**BARBARA TEAGUE**  
ASSISTANT VICE PRESIDENT

**Advising Bank**

\*\*\*\*\* DIRECT \*\*\*\*\*

**APPLICANT:**

USG CORPORATION DIP  
O/B/F UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN ST  
CHICAGO, IL 60606

**Beneficiary**

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
(SEE BELOW FOR COMPLETE ADDRESS)

EXHIBIT A - SIGHT DRAFT  
TO  
LETTER OF CREDIT NUMBER

DATE CITY COUNTY LETTER OF CREDIT NO.  
PAY TO THE ORDER OF: UTAH DIVISION OF OIL, GAS AND  
MINING DOLLARS

TO JPMORGAN CHASE BANK  
C/O JPMORGAN TREASURY SERVICES  
ATTN: STANDBY LETTER OF CREDIT DEPT., 4TH FLOOR  
10420 HIGHLAND MANOR DRIVE  
TAMPA, FLORIDA 33610

UTAH DIVISION OF OIL, GAS MINING  
1594 WEST NORTH TEMPLE SUITE 1210  
BOX 145801  
SALT LAKE CITY, UTAH 84114-5801

BY:  
AUTHORIZED SIGNATURE

-CONTINUED-

P-223387- -002-A1-01-

3   
Authorized Signature

**Advising Bank**

\*\*\*\*\* DIRECT \*\*\*\*\*

**APPLICANT:**

USG CORPORATION DIP  
O/B/F UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN ST  
CHICAGO, IL 60606

**Beneficiary**

MAIL TO  
STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
(SEE BELOW FOR COMPLETE ADDRESS)

**EXHIBIT B**

LETTER OF CREDIT NUMBER

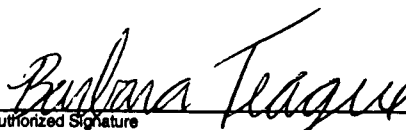
1. A DULY AUTHORIZED REPRESENTATIVE OF THE UTAH DIVISION OF OIL, GAS AND MINING (HEREBY CERTIFY THAT (1) THE DRAWING IN THE AMOUNT OF USD BY SIGHT DRAFT ACCOMPANYING THIS CERTIFICATION UNDER LETTER OF CREDIT NO. 44-223387 DATED MARCH 20, 2002 ISSUED BY JPMORGAN CHASE BANK, N.Y. IS PERMITTED UNDER THE PROVISION OF THE LETTER OF CREDIT; (2) THE LETTER OF CREDIT HAS NEITHER EXPIRED NOR TERMINATED PURSUANT TO ITS TERMS; (3) THE AMOUNT OF THE SIGHT DRAFT, TOGETHER WITH ANY AMOUNTS PREVIOUSLY DRAWN UNDER THE LETTER OF CREDIT, DOES NOT EXCEED THE FACE AMOUNT; AND (4) THE UTAH BOARD OF OIL, GAS AND MINING, AFTER NOTICE AND HEARING, HAS ENTERED AN ORDER WHICH HAS NOT BEEN STAYED, ORDERING FORFEITURE OF LETTER OF CREDIT NO. 44-223387 IN ACCORDANCE WITH APPLICABLE LAW. PROCEEDS OF THIS DRAWING WILL BE UTILIZED IN FULL TO PAY THE EXPENSES RELATING TO THE RECLAMATION LIABILITY, TOGETHER WITH THE COST OF COLLECTION INCLUDING ATTORNEYS FEES FOR THE JENSEN JENSEN MINE AC17041/008

THE UTAH DIVISION OF OIL, GAS AND MINING

BY  
AUTHORIZED SIGNATURE  
DATE

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED

P-223387- -002-A1-01-

  
Authorized Signature  
**BARBARA TEAGUE**  
ASSISTANT VICE PRESIDENT



Chemical Bank  
Trade Services Group  
P.O. Box 44, Church Street Station  
New York, N.Y. 10008  
Cable Address: Chemical New York

I E DATE: MAY 25, 1993  
L/C NO.:

Advising Bank

\*\*\*\*\* DIRECT \*\*\*\*\*

APPLICANT:  
USG INTERIORS, INC., ON BEHALF OF  
UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN STREET  
CHICAGO, IL 60606

Beneficiary

(SEE BELOW FOR BENEFICIARY'S  
FULL NAME AND ADDRESS)

AMOUNT: USD 264,500.00  
(TWO HUNDRED SIXTY FOUR  
THOUSAND FIVE HUNDRED AND 00/100  
UNITED STATES DOLLARS)

BENEFICIARY:  
STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS & MINING  
355 W. NORTH TEMPLE  
3 TRIAD CENTER, #350  
SALT LAKE CITY, UT 84180-1203

L/C EXPIRATION DATE: MAY 25, 1994

L/C AMOUNT UP TO \$264,500.00

US DOLLAR TWO HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED AND 00/100

WE HEREBY ESTABLISH THIS LETTER OF CREDIT IN YOUR FAVOR AVAILABLE  
BY YOUR DRAFTS AT SIGHT DRAWN ON CHEMICAL BANK, 55 WATER STREET,  
ROOM 1708, 17TH FLOOR, NEW YORK, NEW YORK 10041, ATTENTION:  
STANDBY LETTER OF CREDIT DEPARTMENT, BEARING THE CLAUSE: "DRAWN  
UNDER CHEMICAL BANK LETTER OF CREDIT NUMBER T-212047 DATED MAY  
25, 1993."

YOUR DRAFTS MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

BENEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF ITS  
OFFICIALS READING: "THE AMOUNT OF THIS DRAWING USD \*\*\*\*\*  
UNDER CHEMICAL BANK LETTER OF CREDIT NUMBER T-212047 REPRESENTS  
FUNDS DUE US AS UNITED STATES GYPSUM COMPANY HAS NOT PERFORMED  
AND FULFILLED ALL REQUIREMENTS UNDER THE UTAH MINED LAND  
RECLAMATION ACT UTAH CODE ANNOTATED, 40-8-1 AS AMENDED UNDER  
WHICH PERMIT NO. ACT/041/008 HAS BEEN ISSUED."

IT IS A CONDITION OF THIS IRREVOCABLE LETTER OF CREDIT THAT IT  
SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR  
ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR EACH FUTURE  
EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO SUCH DATE WE  
SEND YOU NOTICE IN WRITING BY REGISTERED MAIL, OR HAND DELIVERY  
AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO RENEW THIS LETTER OF  
CREDIT FOR SUCH ADDITIONAL PERIOD. ANY SUCH NOTICE SHALL BE  
EFFECTIVE WHEN SENT BY US AND UPON SUCH NOTICE TO YOU, YOU MAY  
DRAW DRAFTS ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE  
BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN  
APPLICABLE EXPIRY DATE.

-CONTINUED-

Authorized Signature

T-212047- -001-L1-01-02-01

Provisions applicable to this credit

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision.) International Chamber of Commerce Publication No. 400

Chemical Bank  
Trade Services Group  
P.O. Box 44, Church Street Station  
New York, N.Y. 10008

Cable Address: Chemical New York

IS. DATE: MAY 25, 1993  
L/C NO.:

**Advising Bank**

\*\*\*\*\* DIRECT \*\*\*\*\*

APPLICANT:  
USG INTERIORS, INC., ON BEHALF OF  
UNITED STATES GYPSUM COMPANY  
125 SOUTH FRANKLIN STREET  
CHICAGO, IL 60606

**Beneficiary**

(SEE BELOW FOR BENEFICIARY'S  
FULL NAME AND ADDRESS)

AMOUNT: USD 264,500.00  
(TWO HUNDRED SIXTY FOUR  
THOUSAND FIVE HUNDRED AND 00/100  
UNITED STATES DOLLARS)

PLEASE DIRECT ALL CORRESPONDENCE IN CONNECTION WITH THIS LETTER  
OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT  
DEPARTMENT, 55 WATER STREET, 17TH FLOOR, ROOM 1708, NEW YORK, NEW  
YORK 10041. CUSTOMER INQUIRY NUMBERS (212) 920-3473 AND (212)  
920-3321.

WE ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE  
WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON DELIVERY  
OF SPECIFIED DOCUMENTS IF PRESENTED AT THIS OFFICE ON OR BEFORE  
THE PRESENT EXPIRATION DATE, OR ON OR BEFORE ANY AUTOMATICALLY  
EXTENDED EXPIRATION DATE.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS  
SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY  
CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE  
PUBLICATION NO. 400.



Authorized Signature

T-212047- -001-L1-01-02-01

Provisions applicable to this credit

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 400

**AMENDMENT TO IRREVOCABLE  
LETTER OF CREDIT  
NUMBER \_\_\_\_\_  
DATE: JUNE 17, 1993**

**BENEFICIARY:  
UTAH DIVISION OF OIL, GAS AND MINING  
3 TRIAD CENTER, SUITE 350  
SALT LAKE CITY, UTAH 84180-1203**

**GENTLEMEN AND LADIES:**

**WE HEREBY AMEND OUR IRREVOCABLE LETTER OF CREDIT NUMBER \_\_\_\_\_ IN ITS  
ENTIRETY TO READ AS FOLLOWS:**

**1. CHEMICAL BANK, OF NEW YORK, NEW YORK, HEREBY ESTABLISHES THIS  
IRREVOCABLE LETTER OF CREDIT (THE "LETTER OF CREDIT") IN FAVOR OF THE  
UTAH DIVISION OF OIL, GAS AND MINING ("DIVISION") FOR AN AGGREGATE AMOUNT  
NOT TO EXCEED \$264,500.00 IN UNITED STATES DOLLARS ("FACE AMOUNT")  
EFFECTIVE IMMEDIATELY.**

**2. THIS LETTER OF CREDIT WILL EXPIRE UPON THE FIRST EVENT AS SET  
FORTH AS FOLLOWS: (A) 5:00 O'CLOCK P.M. (NEW YORK CITY TIME) ON MAY 25, 1994  
OR (B) THE DATE UPON WHICH SUFFICIENT DOCUMENTS ARE EXECUTED BY THE  
DIVISION TO RELEASE USG INTERIORS, INC., ON BEHALF OF UNITED STATES GYPSUM  
COMPANY 125 SOUTH FRANKLIN STREET, CHICAGO, ILLINOIS 60606 ("OPERATOR")  
FROM FURTHER LIABILITY FOR RECLAMATION OF THE JUMBO JENSEN QUARRY,  
[MINE], M/041/008 [MINE PERMIT #] WITH NOTICE TO THE BANK BY THE DIVISION  
ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT WITH DIRECTIONS FOR  
CANCELLATION.**

**3. THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED FOR  
SUCCESSIVE PERIODS OF ONE YEAR FROM THE CURRENT OR ANY FUTURE  
EXPIRATION DATE UNLESS THE BANK GIVES NOTICE TO THE DIVISION 90 DAYS  
PRIOR TO THE EXPIRATION DATE THAT THE SURETY ELECTS NOT TO RENEW THE  
LETTER OF CREDIT.**

**4. FUNDS UNDER THE LETTER OF CREDIT ARE AVAILABLE AGAINST THE  
DIVISION'S SIGHT DRAFT, IN THE FORM OF EXHIBIT A, SPECIFYING LETTER OF  
CREDIT NUMBER T-212047 DELIVERED TO THE OFFICE OF THE BANK, 55 WATER  
STREET, 17TH FLOOR, ROOM 1708, NEW YORK, NEW YORK 10041 ATTENTION:  
STANDBY LETTER OF CREDIT DEPARTMENT. AT THE DIVISION'S SOLE ELECTION, THE  
DIVISION MAY PRESENT SIGHT DRAFTS FOR LESS THAN THE FACE AMOUNT SO LONG  
AS THE AGGREGATE AMOUNT OF ALL SIGHT DRAFTS DOES NOT EXCEED THE FACE  
AMOUNT. EACH DRAFT MUST BE ACCOMPANIED BY A CERTIFICATE IN THE FORM OF  
EXHIBIT B, SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE DIVISION.**

**5. IF THE BANK RECEIVES THE DIVISION'S SIGHT DRAFT(S) AND  
CERTIFICATE(S) AS PROVIDED IN PARAGRAPH NO. 4 ABOVE ON OR BEFORE THE  
EXPIRATION OR TERMINATION OF THIS LETTER OF CREDIT, THE BANK WILL MAKE  
SUCH AMOUNT AS THE DIVISION MAY SPECIFY, WITHIN THE LIMITS OF THE SECOND  
SENTENCE OF PARAGRAPH NO. 4 OF THIS LETTER OF CREDIT, AVAILABLE TO THE  
DIVISION NO LATER THAN THE CLOSE OF BUSINESS, NEW YORK CITY TIME, ON THE**

CONTINUATION OF  
AMENDMENT TO IRREVOCABLE  
LETTER OF CREDIT  
NUMBER  
DATE: JUNE 17, 1993

SECOND BUSINESS DATE FOLLOWING THE BANK'S RECEIPT OF THE SIGHT DRAFT  
AND CERTIFICATE AND IN SUCH A MANNER AS THE DIVISION MAY SPECIFY.

6. THE LETTER OF CREDIT SHALL BE SUBJECT TO THE UNIFORM CUSTOMS  
AND PRACTICE FOR DOCUMENTARY CREDITS, 1983 REVISION, INTERNATIONAL  
CHAMBER OF COMMERCE PUBLICATION NO. 400, AS THE SAME MAY BE AMENDED  
AND IN EFFECT FROM TIME TO TIME ("UCP").

7. ALL COMMUNICATIONS REGARDING THIS LETTER OF CREDIT WILL BE  
ADDRESSED TO THE BANK AT 55 WATER STREET, 17TH FLOOR, ROOM 1708, NEW  
YORK, NEW YORK 10041 ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT,  
REFERENCING LETTER OF CREDIT NO.

VERY TRULY YOURS,

CHEMICAL BANK

BY: A handwritten signature in dark ink, appearing to read "Kristine Siebel", written over a horizontal line.

KRISTINE SIEBEL  
ASSISTANT VICE PRESIDENT

**EXHIBIT A TO IRREVOCABLE  
LETTER OF CREDIT  
NUMBER**

**EXHIBIT A - SIGHT DRAFT**

**TO  
LETTER OF CREDIT NUMBER**

<b>_____</b>	<b>_____</b>	<b>_____</b>
<b>DATE</b>	<b>CITY, COUNTY</b>	<b>LETTER OF CREDIT NO.</b>

**PAY TO THE ORDER OF: UTAH DIVISION OF OIL, GAS AND MINING**

**\_\_\_\_\_ DOLLARS**

**TO:   CHEMICAL BANK  
      55 WATER STREET  
      17TH FLOOR, ROOM 1707  
      NEW YORK, NEW YORK 10041  
      ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT**

**UTAH DIVISION OF OIL, GAS AND MINING  
3 TRIAD CENTER, SUITE 350  
SALT LAKE CITY, UTAH 84180-1203**

**BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE**

**EXHIBIT B TO IRREVOCABLE  
LETTER OF CREDIT  
NUMBER**

**EXHIBIT B  
TO  
LETTER OF CREDIT NUMBER**

I, \_\_\_\_\_ A DULY AUTHORIZED REPRESENTATIVE OF  
THE UTAH DIVISION OF OIL, GAS AND MINING, HEREBY CERTIFY THAT (1) THE  
DRAWING IN THE AMOUNT OF \$ \_\_\_\_\_ BY SIGHT DRAFT ACCOMPANYING  
THIS CERTIFICATE, UNDER LETTER OF CREDIT NUMBER \_\_\_\_\_ DATED MAY 25, 1993  
ISSUED BY YOU IS PERMITTED UNDER THE PROVISION OF THE LETTER OF CREDIT,  
(2) THE LETTER OF CREDIT HAS NEITHER EXPIRED NOR TERMINATED PURSUANT TO  
ITS TERMS, (3) THE AMOUNT OF THE SIGHT DRAFT, TOGETHER WITH ANY AMOUNTS  
PREVIOUSLY DRAWN UNDER THE LETTER OF CREDIT, DOES NOT EXCEED THE FACE  
AMOUNT, AND (4) THE UTAH BOARD OF OIL, GAS AND MINING, AFTER NOTICE AND  
HEARING, HAS ENTERED AN ORDER WHICH HAS NOT BEEN STAYED, ORDERING  
FORFEITURE OF RECLAMATION CONTRACT NUMBER \_\_\_\_\_, IN  
ACCORDANCE WITH APPLICABLE LAW. PROCEEDS OF THIS DRAWING WILL BE  
UTILIZED IN FULL TO PAY EXPENSES RELATING TO THE RECLAMATION LIABILITY  
FOR THE JUMBO JENSEN QUARRY, [MINE], M/041/008 [MINE PERMIT #].

THE UTAH DIVISION OF OIL, GAS AND MINING

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE

DATE: \_\_\_\_\_